

Water Resources Department
Contract Summary Sheet

Contractor Info: **City of Newport**
Timothy Gross
169 SW Coast Highway
Newport, OR 97365

Contract #: **GA-0602-MC**
Amendment #: **-**

Amount of this Action: \$ **135,000**
Cumulative Amount of Contract: \$ **135,000**
Funding: **General Fund**

Type: **PBP**
Category: **-**
Agency Contact: **Harmony Burrigh WRDP**

Begin Date: **7/1/16**
End Date: **12/31/18**

Purpose

Undertake Place-Based Planning, consistent with SB 266.

Procurement Information

Grant Solicitation

Approvals

Initials indicate
approval to
proceed

Division Administrator

SW

Date 6/30/16

Admin Services Division

lp

Date 6/30/16

Distribution

Harmony Burrigh - WRDP
ASD

Accounting

PCA: **77161**
Agency Object: **0.00**
D23 Fund: **-**
Tax ID: **-**
Grant Number: **-**

Fiscal Instructions

Record Create Date

6/30/16

Place-Based Integrated Water Resources Planning Pilots

GRANT AGREEMENT
GA-0602-MC

Mid-Coast Place-Based Planning Pilot
Grantee: City of Newport

OREGON WATER RESOURCES DEPARTMENT



GRANT AGREEMENT
GA-0602-MC
Mid-Coast Place-Based Planning Pilot

BETWEEN: State of Oregon, acting by and through its
Oregon Water Resources Department (Grantor),
725 Summer Street NE, Suite A
Salem, Oregon 97301-1266
Phone Number: PHONE
Facsimile Number: (503) 986-0903
E-Mail Address: placebasedplanning@wrld.state.or.us
The Grantor's Coordinator for this Grant is
Harmony Burright – Planning Coordinator

AND: City of Newport (Grantee)
Attn: Timothy Gross, PE
Title: Director of Public Works/City Engineer
Address: 169 SW Coast Highway, Newport, OR 97365
Telephone Number: 541-574-3369
Facsimile Number: 541-265-3301
E-Mail Address: t.gross@newportoregon.gov
Federal Identification Number: 93-60002222

SECTION 1
LEGAL BASIS OF AWARD

Section 1.01 Legal Basis of Award. Pursuant to Oregon Laws 2015, Chapter 780, Section 2, Grantor is authorized to enter into a grant agreement and to make an award, from the Oregon Water Resources Department Funds ("Funds"), to Grantee for the purposes set forth herein.

Section 1.02 Agreement Documents. This grant agreement ("Grant Agreement" or "Agreement") consists of the following documents, which are attached hereto and hereby incorporated into this Agreement by reference and are listed in descending order of precedence: this Grant Agreement, less all exhibits;
Exhibit A (Budget);
Exhibit B (Statement of Work);
Exhibit C (Governance Agreement);
Exhibit D (Grantee's Letter of Interest selected for funding by the Commission);
Exhibit E (2015 Oregon Laws Authorizing Place-Based Planning Grants).

Section 1.03 Effective Date. This Agreement shall be effective ("Effective Date") on July 1, 2016, after it has been signed by the Grantor and Grantee ("Parties") and in the case of the Grantor, all necessary approvals have been obtained.

SECTION 2 GRANT AWARD

Section 2.01 Notice of Grant Award. In accordance with the terms and conditions of this Agreement, Grantor shall provide Grantee with a maximum of **\$135,000** (the "**Grant**") from the Funds to financially support place-based planning activities consistent with the 2015 Draft Place-Based Planning Guidelines and the Exhibits to this Agreement. Changes to the Grant amount may be implemented by Grantor upon notice from Grantor to Grantee of such change or may, at the request of Grantor, be implemented through amendment(s) to this Grant Agreement. The Grant Budget is set forth in Exhibit A.

Section 2.02 Grant Availability and Termination Date. The availability of Grant moneys under this Agreement and Grantor's obligation to disburse Grant moneys shall begin on the Effective Date of the Agreement and end on the Grant Availability Termination Date (the "**Termination Date**") of **December 31, 2018**. Grantee shall not submit any reimbursement request for expenditures that occur before the Effective Date or after the Termination Date.

Section 2.03 Disbursement of Grant Moneys. Subject to Sections 2.04 and 2.05, Grantor shall disburse the Grant moneys to Grantee upon submission of a Request for Release of Funds Form. The Request for Release of Funds Form must be completed and signed by the Grantee with appropriate documentation of expenditures prior to approval and payout of any funds by Grantor. All tasks identified within the Exhibits must be completed by the Grant Availability Termination Date (as defined herein). The final 10% of Grant moneys will be released for payment upon submission and Grantor approval of the final project deliverable described in Exhibit A and B.

Section 2.04 Conditions Precedent to this Agreement or any Amendment to this Agreement. Grantor's obligations under this Agreement or under any amendment to this Agreement are subject to compliance by Grantee with all its reporting obligations under any earlier or existing grant agreements with the Grantor.

Section 2.05 Conditions Precedent to Disbursements. Grantor's obligation to disburse Grant moneys to Grantee pursuant to Section 2.03 is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- (a) Moneys are available to finance the disbursement;
- (b) Grantor has received sufficient funding, appropriations limitations, allotments, or other expenditure authorizations to allow Grantor, in the reasonable exercise of its administrative discretion, to make the disbursement;
- (c) Grantee's representations and warranties set forth in Section 4 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement;
- (d) Grantee is in compliance with all reporting requirements of this Agreement;
- (e) Grantee is in compliance with the requirements set forth in Exhibit E;
- (f) The Grantee continues to demonstrate that it is striving to achieve a minimum 25% match;
- (g) Grantee has obtained all permits and licenses from local, state or federal agencies or governing bodies necessary to perform its obligations under this Agreement and has provided Grantor with a copy thereof; and,
- (h) No default as described in Section 6.03 has occurred.

- (i) Funding will be disbursed using a phased approach. Upon execution of this grant agreement a portion of the funds will be available for disbursement to support Planning Step 1. Additional funds will be made available upon successful execution of Planning Step 1. During Planning Step 1 the grantee is responsible for working collaboratively with partners to develop a Governance Agreement, outlining how the planning group will work together, and a Work Plan that specifies the follow-on work to be accomplished in support of Planning Steps 2-5. The Governance Agreement will be included as an Exhibit to this agreement and the Work Plan will be used to update the Budget and Statement of Work included as Exhibits A and B to this agreement. See 2.05 (j) and (k) for additional information.
- (j) Prior to the execution of this agreement, the Grantee and Grantor will agree upon a preliminary Budget (Exhibit A) and Statement of Work (Exhibit B) that outline the tasks and costs associated with Planning Step 1. The agreed upon Budget (Exhibit A) will specify the Funds approved for Planning Step 1.
- (k) Prior to disbursement of Funds for work associated with additional planning steps: the Grantor must receive, review, and approve a Governance Agreement (Exhibit C), as well as a revised Budget (Exhibit A) and Statement of Work (Exhibit B) that describe the scope of work and costs associated with those planning steps. These Exhibits shall be labeled "Final," dated and signed, and then substituted for the previous Exhibits without the necessity of a formal amendment to this Agreement.
- (l) The Grantee is in compliance with its approved Governance Agreement once it is included as an Exhibit to this Agreement (Exhibit C).

SECTION 3 USES OF GRANT

Section 3.01 Eligible Uses of Grant. Grantee's use of the Grant moneys is limited to those expenditures necessary to successfully execute the work described in Exhibits A and B and that are in accordance with the Allowable Costs guidance document provided by the Grantor. Equipment purchases of a durable nature are not approved by the Grantor unless expressly authorized in writing.

Section 3.02 Ineligible Uses of Grant. Notwithstanding Section 3.01, Grantee shall not use the Grant moneys to retire any debt, to reimburse any person or entity for expenditures made or expenses incurred prior to the Effective Date. No more than 10% of the Grant may be used to pay for the administrative costs of Grantee. The aggregate of all disbursements of the Grant shall not exceed the amount documented in Section 2.01.

Section 3.03 Unexpended Grant Moneys. Any Grant moneys disbursed to Grantee, and any interest earned by Grantee on the Grant moneys, that are not expended by Grantee in accordance with this Agreement by the earlier of the Termination Date or the date this Agreement is terminated shall be returned to Grantor. Grantee shall return all unexpended funds to Grantor within fifteen (15) days after the earlier of the Termination Date or the date this Agreement is terminated.

SECTION 4 GRANTEE'S REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to Grantor as follows:

Section 4.01 Existence and Power. Grantee has full power and authority to transact the business in which it is engaged and the legal right to execute and deliver this Agreement, and incur and perform its obligations hereunder.

Section 4.02 Authority, No Contravention. The making and performance by Grantee of this Agreement (a) have been duly authorized by all necessary action of Grantee, (b) do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board or other administrative body or any provision of Grantee's organization documents and (c) do not and will not result in the breach of, or constitute a default or require any consent under, any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties are bound or affected.

Section 4.03 Binding Obligation. This Agreement has been duly authorized, executed and delivered on behalf of Grantee and constitutes the legal, valid, and binding obligation of Grantee, enforceable in accordance with its terms.

Section 4.04 Approvals. No authorization, consent, license, or approval of, filing or registration with, or notification to, any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

SECTION 5 GRANTEE'S AGREEMENTS

Section 5.01 Project and Project Deliverables. The Statement of Work and Budget that are approved by the Grantor will constitute the project that the State agrees to fund under this Grant Agreement (the "Project"). Grantee shall complete the Project and submit agreed upon project deliverables described in Exhibit A and Exhibit B to Grantor by the Termination Date or such later date as the Grantor may designate, in Grantor's sole and absolute discretion, by written notice to Grantee; provided however, that if the total amount of the Grant is not available solely because one or more of the conditions set forth in Sections 2.05 (a) and (b) are not satisfied, Grantee will not be required to complete the Project.

Section 5.02 Semi-Annual Progress Reports. The Grantee shall provide the Grantor with a progress report two times per calendar year (submitted within 45 days of June 30 and December 31). The report will utilize the forms provided by the Grantor which will include information regarding the expenditure of the Funds, compliance with the terms of this Agreement, progress toward completion of the Project as documented in the Exhibits, a narrative on the activities completed as part of the Project, and match that has been contributed towards the Project to-date. Whenever practical, the deliverables associated with each planning step (outlined in Exhibits A and B) can be submitted to help fulfill this reporting requirement.

Section 5.03 Reporting. Grantee will provide reports in accordance with Section 5.02 and the deliverables identified in Exhibit B .

Section 5.04 Accounting for Expenses. Grantee shall account for funds distributed by the Grantor using forms provided by the Grantor.

Section 5.05 Release of Reports. All reports that the Grantor determines to be final and complete will be made available to the public.

Section 5.06 Records and Inspection. Grantee shall keep proper books of account and records on all activities associated with the Grant including, but not limited to, books of account and records on expenditure of the Grant moneys and on the activities financed with the Grant moneys. Grantee will maintain these books of account and records in accordance with generally accepted accounting principles and shall retain the books of account and records until the later of six years after the Termination Date or the date that all disputes, if any, arising under this Agreement have been resolved. Grantee will permit Grantor, the Secretary of State of the State of Oregon, or their duly authorized representatives to inspect its properties, all work done, labor performed and materials furnished in connection with the activities financed with Grant moneys, and to review and make excerpts, transcripts and copies of its books of account and records with respect to the receipt and disbursement of funds received from Grantor. Access to these books of account and records is not limited to the required retention period. The authorized representatives shall have access to these books of account and records at any reasonable time for as long as the records are maintained.

Section 5.07 Certification of Compliance with Laws. Grantee hereby certifies that it has complied, and agrees that it shall comply, with all applicable federal, state, and local laws, regulations, executive orders and ordinances related to expenditure of the Grant moneys and the activities financed with the Grant moneys. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with (a) Title VI of the Civil Rights Act of 1964, (b) Section V of the Rehabilitation Act of 1973, (c) the Americans with Disabilities Act of 1990 and ORS 659A.142, (d) all regulations and administrative rules established pursuant to the foregoing laws, and (e) all other application requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

Section 5.08 Sub-agreements.

- (a) Grantee may enter into agreements with sub-recipients, contractors or sub-contractors ("Sub-agreements") for performance of the Project. Grantee must provide prior written notice to the Grantor before entering into Sub-agreements over \$5,000 describing the tasks which the sub-agreement is intended to help complete, the cost of the sub-agreement, and a description of the selection process by which the sub-agreement was awarded. All Sub-agreements must be in writing and duly executed by the Grantee and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the Sub-agreements. Grantee agrees to provide the Grantor with a copy of any signed Sub-agreements upon request by the Grantor. Any material breach of a term or condition of Sub-agreements relating to funds covered by this Agreement must be reported by the Grantee to the Grantor within ten (10) days of it being discovered. Use of a Subagreement does not relieve the Grantee of its responsibilities under this Agreement.
- (b) Any entity entering into a Sub-agreement, that is not a unit of local government as defined in ORS 190.004, if any, agrees to indemnify the Grantor on substantially the same terms as the Grantee is indemnifying the Grantor as set forth in Section 7.07.

Section 5.09 Work Products and Intellectual Property. Any work products developed using grant funding will remain in the public domain and cannot be used for proprietary purposes. The parties hereby mutually grant to each other an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, publish, perform and display the work product, and to authorize others to do the same on each other's behalf.

SECTION 6 TERMINATION AND DEFAULT

Section 6.01 Mutual Termination. This Agreement may be terminated by mutual consent of both parties.

Section 6.02 Termination by Grantor. Grantor may terminate this Agreement, for any reason, upon 30 days advance written notice to Grantee. In addition, Grantor may terminate this Agreement effective immediately upon written notice to Grantee, or effective on such later date as may be established by Grantor in such notice, under any of the following circumstances:

- (a) Grantor fails to receive sufficient appropriations or other expenditure authorization to allow Grantor, in the reasonable exercise of its administrative discretion, to continue making payments under this Agreement; or,
- (b) The Grantor does not have sufficient funds to continue making payments under this Agreement; or,
- (c) There is a change in federal or state laws, rules, regulations or guidelines so that the Project funded by this Agreement is no longer eligible for funding; or,
- (d) In accordance with Section 6.04.

Section 6.03 Default. Grantee shall be in default under this Agreement upon the occurrence of any of the following events:

- (a) Grantee fails to perform, observe or discharge any of its covenants, agreements or obligations contained herein or in any exhibit attached hereto; or
- (b) Any representation, warranty or statement made by Grantee herein or in any documents or reports relied upon by Grantor to measure progress on the activities funded by the Grant, the expenditure of Grant moneys or the performance by Grantee is untrue in any material respect when made; or
- (c) Grantee (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect), (v) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vi) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect), or (vii) takes any action for the purpose of effecting any of the foregoing; or
- (d) A proceeding or case is commenced, without the application or consent of Grantee, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Grantee, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Grantee or of all or any substantial part of its assets, or (iii) similar relief in respect to Grantee under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty (60) consecutive days, or an order for relief against Grantee is entered in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect).

Section 6.04 Remedies Upon Default. If Grantee's default is not cured within fifteen (15) days of written notice thereof to Grantee from Grantor or such longer period as Grantor may authorize in its sole

discretion, Grantor may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of this Agreement, return of all or a portion of the Grant moneys, payment of interest earned on the Grant moneys, reallocation of funds allocated to the Project but not used, and declaration of ineligibility for the receipt of future funding from the Grantor. If, as a result of Grantee's default, Grantor demands return of all or a portion of the Grant moneys or payment of interest earned on the Grant moneys, Grantee may, at Grantee's option, satisfy such demand by paying to Grantor the amount demanded or permitting Grantor to recover the amount demanded by deducting that amount from future payments to Grantee from Grantor. If Grantee fails to repay the amount demanded within fifteen (15) days of the demand, Grantee shall be deemed to have elected the deduction option and Grantor may deduct the amount demanded from any future payment from Grantor to Grantee, including but not limited to, any payment to Grantee from Grantor under this Agreement and any payment to Grantee from Grantor under any other contract or agreement, present or future, between Grantor and Grantee.

SECTION 7 MISCELLANEOUS

Section 7.01 No Implied Waiver, Cumulative Remedies. The failure of Grantor to exercise, and any delay in exercising, any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

Section 7.02 Choice of Law; Designation of Forum; Federal Forum.

- (a) The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.
- (b) Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- (c) Notwithstanding Section 7.02(b), if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

Section 7.03 Notices. Except as otherwise expressly provided in this Agreement, any notices or demands required or permitted to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to Grantee or Grantor at the address or number set forth on page 1 of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this section. Any such notice or demand so addressed and mailed shall be deemed to be given five (5) days after mailing. Any notice or demand delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any notice or demand by personal delivery shall be deemed to be given when actually delivered.

Section 7.04 Amendments. This Agreement may not be altered, modified, supplemented, extended or amended in any manner except by written instrument signed by both parties. Budget variances less than or equal to 15 percent of the approved budget associated with each planning step in Exhibit A do not require an amendment. Budget variances greater than 15 percent of the approved budget associated with each planning step in Exhibit A require an amendment. No term of this Agreement may be waived unless such waiver is agreed to in writing by the party against whom such waiver is sought to be enforced.

Section 7.05 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Grantor, Grantee, and their respective successors and assigns, except that Grantee may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of Grantor.

Section 7.06 Entire Agreement. This Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

Section 7.07 Indemnity. Grantee shall defend, save, hold harmless, and indemnify the State of Oregon and Grantor and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities of Grantee or its officers, employees, or agents under this Agreement.

Section 7.08 Time is of the Essence. Grantee agrees that time is of the essence under this Agreement.

Section 7.09 Survival. All provisions of this Agreement set forth in the following sections and all provisions of this Agreement that by their terms are intended to survive shall survive termination of this Agreement: Section 3.03, Unexpended Grant Moneys; Section 5.06, Records and Inspection; Section 5.08, Work Product; and Section 7, MISCELLANEOUS.

Section 7.10 Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

Section 7.11 Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

Section 7.12 Relationship of Parties. The parties agree and acknowledge that their relationship is that of independent contracting parties, and neither party hereto shall be deemed an agent, partner, joint venture or related entity of the other by reason of this Agreement.

Section 7.13 Headings. The section headings in this Agreement are included for convenience only, they do not give full notice of the terms of any portion of this Agreement and are not relevant to the interpretation of any provision of this Agreement.

Section 7.14 No Third Party Beneficiaries. Grantor and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons.

Section 7.15 Duplicate Payment. Grantee shall not receive duplicate payments from another entity for expenses invoiced to the Grantor.

Section 7.16 False Claim Act. Grantee will refer to the Grantor any credible evidence that a principal, employee, agent, contractor or other person has submitted a false claim under the False Claims Act (31 USC 3729-3733; ORS 180.750-180.785) or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving funds provided under this Grant Agreement.

Section 7.17 Cooperation. The Grantor and Grantee acknowledge that as the Project progresses, aspects of the project captured in the Exhibits may need to be adjusted and refined through the amendment process, and that the ultimate success of this Project requires the cooperation of both Parties. Grantor and Grantee both agree to use good faith efforts and their best professional judgement to resolve any issues that may arise during the course of the Project. In addition, following termination of the grant, Grantor may ask Grantee for cooperation and assistance in completing additional reports related to progress in implementation of the Grantee's place-based integrated water resources plan and/or in describing lessons learned from the planning process.

Section 7.18 Dispute Resolution. The Grantor and Grantee shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Grantor and Grantee may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

Section 7.19 Memorandum of Agreement. The Grantor and Grantee may decide to develop a non-binding Memorandum of Agreement to describe the roles and responsibilities of both parties, including support offered by the Department during the planning process.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below their respective signatures.

GRANTOR



STATE OF OREGON
acting by and through its Water Resources Department

By: 
Name: Tracy Loudon
Title: Administrator, Administrative Services Division

Date: 6-30-16

GRANTEE

By: 
Name: Tim Gross
Title: Director of Public Works/City Engineer, City of Newport

Date: 6/30/16


By: 
Name: Mark Miranda
Title: Acting City Manager
Date: 6/30/16

EXHIBIT A
Preliminary Budget (Planning Step 1 only)**

Step	Tasks	Deliverables	Target Date (mm/dd/yr)	Total Budget Estimate	OWRD Estimated Funds*	Local Estimated Funds
Planning Step 1 – Build a collaborative and integrated process	Task 1-A: Overall Project Management/ Coordination	<ul style="list-style-type: none"> Memorandum of Agreement with OWRD Progress reports 	Ongoing	\$15,000	\$7,500	\$7,500
	Task 1-B: Identify and Engage Stakeholders/Partners	<ul style="list-style-type: none"> Situation/stakeholder assessment Partnership database 	Ongoing	\$10,000	\$5,000	\$5,000
	Task 1-C: Build a Collaborative Process	<ul style="list-style-type: none"> Meeting agendas Meeting minutes Governance Agreement 	Ongoing	\$26,000	\$13,000	\$13,000
	Task 1-D: Gather/Analyze Information and Identify Project Needs to Inform Work Plan	<ul style="list-style-type: none"> Summary report of existing information (including a list of available reports/documents) Work Plan 	Ongoing	\$20,000	\$10,000	\$10,000
	Task 1-E: Develop and Execute Communication/Outreach Strategy	<ul style="list-style-type: none"> Communication and Outreach Plan Outreach Materials (handout, website, etc.). 	Ongoing	\$10,000	\$5,000	\$5,000
	Task 1-F: Develop and Execute a Strategy to Sustain the Collaborative Planning Process **	<ul style="list-style-type: none"> Pursuit Plan 	Ongoing	\$10,000	\$5,000	\$5,000
	Indirect Costs	na	Ongoing	\$9,000	\$4,500	\$4,500
	Planning Step 1 Budget:>>>	<u>Required: Governance Agreement, Work Plan, and Communication/ Outreach Plan</u>	2/28/17	\$100,000	Approved OWRD Funds: \$50,000	\$50,000
Planning Step 2	Task 2A Title:					
	2B, 2C, etc.					
	Planning Step 2 Total Budget:>>>	<u>Required: State of Water Resources Report</u>				
Planning Step 3	Task 3A Title:					
	3B, 3C, etc.					
	Planning Step 3 Total Budget:>>>	<u>Required: Integrated Water Resources Needs and Vulnerabilities Report</u>				

Planning Step 4	Task 4A Title:					
	4B, 4C, etc.					
	Planning Step 4 Total Budget:>>>	<u>Required:</u> <i>Integrated Water Solutions Report</i>				
Planning Step 5	Task 5A Title:					
	5B, 5C, etc.					
	Planning Step 5 Total Budget:>>>	<u>Required:</u> <i>Approved Integrated Water Resources Plan</i>				

* Estimated budget, for tracking purposes.

** Note: A budget for follow-on planning steps will be substituted after successful completion of Planning Step 1.

EXHIBIT B
Preliminary Statement of Work (Planning Step 1 only)**

Planning Step 1	Planning Step 1
	Task 1-A: Overall Project Management/Coordination
	<u>1-A Activities:</u>
	<ul style="list-style-type: none"> • Manage overall scope, schedule and cost of project • Coordinate overall partner/stakeholder involvement • Coordinate OWRD involvement • Develop materials in support of overall project execution • Develop and track project metrics
	<u>1-A Deliverables:</u>
	<ul style="list-style-type: none"> • Memorandum of Agreement with OWRD • Semi-Annual Progress Reports
	<u>1-A Outcomes:</u>
	<ul style="list-style-type: none"> • The project is being managed on schedule, on budget and within scope • The planning process is well coordinated between stakeholders • Project successes are being tracked and communicated • Project risks are being identified and managed
	Task 1-B: Identify and Engage Stakeholders/Partners
	<u>1-B Activities:</u>
	<ul style="list-style-type: none"> • Identify interested partners/stakeholders • Conduct partner/stakeholder outreach to better understand interests/concerns • Collect and consider stakeholder input to help guide overall process design • Support partner capacity
	<u>1-B Deliverables:</u>
	<ul style="list-style-type: none"> • Situation/stakeholder assessment • Partnership database
	<u>1-B Outcomes:</u>
	<ul style="list-style-type: none"> • Stakeholders/partners are proactively identified and engaged to ensure early and active involvement
	Task 1-C: Build and Sustain a Collaborative Process
	<u>1-C Activities:</u>
	<ul style="list-style-type: none"> • Coordinate and facilitate meetings • Provide between meeting support/coordination • Develop and disseminate meeting documentation • Develop Governance Agreement <ul style="list-style-type: none"> ◦ Find and review example Governance Agreements ◦ Develop drafts, collaboratively review and revise drafts, finalize document
	<u>1-C Deliverables:</u>
	<ul style="list-style-type: none"> • Meeting agendas • Meeting minutes • Governance Agreement
	<u>1-C Outcomes:</u>
	<ul style="list-style-type: none"> • The planning group includes a “balanced representation of interests” • Stakeholders/partners feel that they have a voice in the process and their issues/ concerns are recognized • Meetings are well organized and productive and provide a forum for collaborative discussions and decision-making • The structure and composition of the planning group is clearly defined, including a structure for decision-making

	Task 1-D: Gather/Analyze Information and Identify Needs to Inform Work Plan
	<u>1-D Activities:</u> <ul style="list-style-type: none"> Identify and compile existing sources of information Analyze existing information and identify information needs/gaps Collect and include stakeholder/partner input re: information needs/gaps Develop Work Plan <ul style="list-style-type: none"> Find and review example work plans Develop drafts, collaboratively review and revise drafts, finalize document
	<u>1-D Deliverables:</u> <ul style="list-style-type: none"> Summary report of existing information (including a list of available reports/documents) Work Plan
	<u>1-D Outcomes:</u> <ul style="list-style-type: none"> Existing information has been identified and compiled to inform future information gathering There is a clear understanding of how this planning effort will build upon and integrate with other complementary efforts There is a clear path forward detailing how the planning group will accomplish local integrated water planning consistent with the place-based planning guidelines
	Task 1-E: Develop and Execute Communication/Outreach Strategy
	<u>1-E Activities:</u> <ul style="list-style-type: none"> Develop and execute a communication/outreach strategy Develop communication/outreach materials
	<u>1-E Deliverables/Outcomes:</u> <ul style="list-style-type: none"> Communication/Outreach Strategy Outreach materials
	<u>1-E Outcomes:</u> <ul style="list-style-type: none"> There is a strategy for ensuring "an open and transparent process that fosters public participation" Outreach materials clearly communicate what place-based planning is and how interested partners and members of the public can be involved
	Task 1-F: Develop and Execute a Strategy to Sustain the Collaborative Planning Process
	<u>1-F Activities:</u> <ul style="list-style-type: none"> Develop a strategy to ensure that there are sufficient resources to sustain a multi-year collaborative planning effort Coordinate partners to identify and pursue resources that directly support the place-based planning pilot effort Track contributions to the planning effort and tie to outcomes
Planning Step 2	<u>1-F Deliverables:</u> <ul style="list-style-type: none"> Pursuit Plan (i.e., strategy to pursue resources to sustain collaborative effort)
	<u>1-F Outcomes:</u> <ul style="list-style-type: none"> There is a strategy in place that coordinates the work of individual partners with the overall planning group to pursue resources in support of place-based planning The Mid-Coast planning group as a whole and its individual partners have the resources necessary to sustain the planning process so that it meets the principles outlined in SB 266 (Exhibit E) There is a more complete understanding of the resources needed for collaborative water planning
	Planning Step 2
	Task 2A Title/Description:
	2A Activities:
	2A Deliverables:
	2A Outcomes:
	Task 2B, 2C, etc....:

Planning Step 3	Planning Step 3
	Task 3A Title and Description:
	3A Activities:
	3A Deliverables:
	3A Outcomes:
	Task 3B, 3C, etc.
Planning Step 4	Planning Step 4
	Task 4A Title and Description:
	4A Activities:
	4A Deliverables:
	4A Outcomes:
	Task 4B, 4C, etc.
Planning Step 5	Planning Step 5
	Task 5A Title and Description:
	5A Activities:
	5A Deliverables:
	5A Outcomes:
	Task 5B, 5C, etc....

****Note:** A Statement of Work for follow-on planning steps will be substituted after successful completion of planning step 1.

EXHIBIT C
Governance Agreement Placeholder

Planning Step 1 Deliverable

This placeholder to be substituted with an approved Governance Agreement following planning step 1.

EXHIBIT D

Grantee's Letter of Interest selected for funding by the Commission

On file at the Oregon Water Resources Department.

EXHIBIT E
2015 Oregon Laws Authorizing Place-Based Planning Grants

Accessed at: https://www.oregonlegislature.gov/bills_laws/laws/statutes/2015orLaw0780.pdf

OREGON LAWS 2015

Chap. 780

CHAPTER 780

AN ACT

SB 266

Relating to place-based integrated water resources strategies; and declaring an emergency.
Be It Enacted by the People of the State of Oregon:

SECTION 1. Section 2 of this 2015 Act is added to and made a part of ORS chapter 536.

SECTION 2. (1) As used in this section, "place-based integrated water resources" means waters that are from sources within a single drainage basin or within an area that is a subset of a single drainage basin.

(2) The Water Resources Department may issue grants from available moneys to facilitate the preparation of place-based integrated water resources strategies that are consistent with state laws concerning the water resources of this state, state water resources policy and department requirements. The department may issue grants under this subsection to:

(a) A person;

(b) A public body as defined in ORS 174.109;

or

(c) An Indian tribe.

(3) The department may enter into contracts or agreements with, and provide technical assistance and information to, a person, a public body as defined in ORS 174.109 or an Indian tribe for the development of place-based integrated water resources strategies.

(4) Place-based integrated water resources strategies described in subsections (2) and (3) of this section must:

(a) Be developed in collaboration with a balanced representation of interests;

(b) Balance current and future in-stream and out-of-stream needs;

(c) Include the development of actions that are consistent with the existing state laws concerning the water resources of this state and state water resources policy;

(d) Facilitate implementation of local solutions;

(e) Be developed utilizing an open and transparent process that fosters public participation; and

(f) Be developed in consultation with the department.

(5) The Water Resources Commission may adopt rules for the administration of this section.

SECTION 3. (1) Section 2 of this 2015 Act is repealed July 1, 2019.

(2) The repeal of section 2 of this 2015 Act does not affect any rights or responsibilities established in a grant, contract or agreement made under section 2 of this 2015 Act prior to July 1, 2019.

SECTION 4. This 2015 Act being necessary for the immediate preservation of the public peace, health and safety, an emergency is declared to exist, and this 2015 Act takes effect on its passage.

Approved by the Governor July 27, 2015

Filed in the office of Secretary of State July 27, 2015

Effective date July 27, 2015